

**AGREEMENT**  
**between**  
**the Horseheads Central School District**  
**and the**  
**Horseheads Central School District Support Staff Association**

**7/1/2022 – 6/30/2027**

**HORSEHEADS CENTRAL SCHOOL DISTRICT**  
**Horseheads, New York 14845**



I. **UNIT EMPLOYEE**

A. *Definition*

The designation of "unit" in the following document shall represent HHCSO Support Staff Association. The following positions are included in this Unit:

Carpenter

Central Registrar/Info Specialist

Community Information Specialist

Cook Manager

Dispatcher

Electrician

Equipment Service Manager

Head Carpenter

Head Plumber

Insurance Specialist

Licensed Practical Nurse

Occupational Therapist

Physical Therapist

Plumber

Principal Account Clerk

Safety Examiner

School Social Worker

Senior Food Service Helpers

Social Work Assistant

Student Behavior Monitor

Working Foreperson

B. *Grievance/Civil Service*

The foundation of this group is predicated on the spirit of team concept. While it is likely that problems will be resolved by consensus, any position covered by Civil Service carries with it entitlement to the Civil Service grievance procedure.

C. *Work Year*

1. Twelve-Month staff. The following Unit titles shall work a twelve (12) month work year:

Carpenter  
Central Registrar/Information Specialist  
Community Information Specialist  
Dispatcher  
Equipment Service Manager  
Electrician  
Head Carpenter  
Head Plumber  
Insurance Specialist  
Plumber  
Principal Account clerk  
Safety Examiner  
Working Foreperson

2. Ten-month Staff. The following unit titles shall work a ten (10) month work year:

Cook Manager  
Cook Manager  
Social Work Assistant  
Occupational Therapist  
Physical Therapist  
Licensed Practical Nurse  
Senior Food Service Helpers  
Student Behavior Monitors\*

\*Student behavior monitors shall work 180 days during the school year and be paid for 10 holidays, for a total of 190 days' pay over 22 pays.

3. Eleven Month Staff. The work year for the title School Social Worker will follow that of the educational staff plus an additional twenty-seven (27) days of work to be performed during the months of June, July, August and September. Said days will be scheduled by the Director of Student Services in consultation with the School Social Worker.

## II. SALARY

### A. *Salary*

Unit salaries will be as follows:

1. For the 2022-2023 school year, salaries and hourly rates are increased by 3.80% over the 2021-22 salaries plus
  - a. for those employees whose 2021-22 salary is \$30,000 or less – the lump sum of \$1000 added to base.
  - b. for those employees whose 2021-22 salary is \$30,001 to \$50,000 – the lump sum of \$500 added to base.
  - c. a. for those employees whose 2021-22 salary is \$50,001 to \$70,000– the lump sum of \$250 added to base.
2. For the 2023-2024 school year, salaries and hourly rates are increased by 3.60% over the 2022-23 salaries and hourly rates plus
  - a. for those employees whose 2022-23 salary is \$33,600 or less – the lump sum of \$500 added to base.
  - b. for those employees whose 2022-23 salary is \$33,601 to \$54,800 – the lump sum of \$250 added to base.
3. For the 2024-2025 school year, salaries and hourly rates are increased by 3.50% over the 2023-24 salaries and hourly rates plus
  - a. for those employees whose 2023-24 salary is \$35,050 or less – the lump sum of \$250 added to base.
4. For the 2025-2026 school year, salaries and hourly rates are increased by 3.35% increase over the 2024-25 salaries and hourly rates.
5. For the 2026-2027 school year, salaries and hourly rates are increased by 3.20% increase over the 2025-26 salaries and hourly rates.

### B. *Direct Deposit*

Direct deposit to any financial institution with direct deposit capability shall be the sole method of pay for all unit members.

### C. *Longevity Payments*

Beginning July 1, 2022, all Unit members shall receive the following longevity payments:

Those employees entering their 5<sup>th</sup> year with the District shall receive a longevity payment of \$500 added to their salary

Those employees entering their 10<sup>th</sup> year with the District shall receive a longevity payment of \$750 added to their salary.

Those employees entering their 15<sup>th</sup> year with the District shall receive a longevity payment of \$1000 added to their salary.

Those employees entering their 20<sup>th</sup> year with the District shall receive a longevity payment of \$1250 added to their salary.

Those employees entering their 25<sup>th</sup> year with the District shall receive a longevity payment of \$1500 added to their salary.

#### D. Educational Credits

1. Occupational Therapists, Physical Therapists, School Social Workers and Social Work Assistants shall receive the following annual stipend for graduate hours beyond a Bachelor's degree as follows:

| Credits beyond Bachelor's Degree | Annual Compensation |
|----------------------------------|---------------------|
| 1-10                             | \$500               |
| 11-20                            | \$1,000             |
| 21-30                            | \$1,500             |
| 31-40                            | \$2,000             |
| 41-50                            | \$2,500             |
| 51-60                            | \$3,000             |

Said stipend shall be paid in the second pay of November of each school year. It is the responsibility of the Occupational Therapists, Physical Therapists, School Social Workers and Social Work Assistants to deliver transcripts to the Human Resources office by October 15th of each school year.

#### E. Miscellaneous allowances

1. Senior Food Service Helpers and Cook Managers.

a. All Senior Food Service Helpers and Cook Mangers are entitled to a free lunch.

b. All Senior Food Service Helpers and Cook Mangers will receive \$100 bi-annually for the purpose of purchasing work shoes. This will be given the 1st pay period of the school year and the first pay in February.

c. The District will provide each Cook Manager and Senior Food Service Helper with shirts. New hires shall receive five shirts at the time of hire and returning employees shall receive two shirts at the start of each school year. Any shirts damaged in the course of employment shall be replaced. Employees receiving the district-provided shirts are expected to wear them at work. Food service employees understand that they must comply with the dress expectations laid out in the Food Service Contract.

2. Licenses held by Working Foreperson, Carpenter, Head Carpenter, Plumber, Head Plumber, Electrician.

A stipend of \$250 is given for any License/Certificate for schooling needed to perform duties required by the District, such as Asbestos, Fertilizer, Pool Operations, Energy Management, etc.

3. Insurance Specialist Affordable Care Act Stipend

Effective July 1, 2015, and annually thereafter, the employee shall have a stipend of \$5000 added to her annual salary. Said stipend is to acknowledge and compensate the employee for the added duties due to the requirements of the Affordable Care Act.

4. Cell phone stipend

Employees serving in the titles of Safety Examiner, Equipment Service Manager, Dispatcher, Student Behavior Monitor and Community Information Specialist, receive a cell phone stipend as follows:

The District will make a one-time \$200 payment towards the employee's purchase of a "Smart Phone." Thereafter, the District will contribute \$1800 per year for the service for the phone.

5. Fuel Island Stipend and Elmira Heights CSD stipend for Equipment Service Manager.

The Equipment Service Manager will receive a stipend in the amount of seven thousand dollars (\$7,000.00) each year in consideration of the work performed related to transportation contracts with the Elmira Heights Central School District and the operation of the District fuel island. Said stipend will be distributed evenly among the pay periods each year.

If the District discontinues its transportation contracts with the Elmira Heights Central School District or substantially curtails operation of the District fuel island, the additional payment described in this Memorandum shall cease and be open to re-negotiation.

The District shall provide work-related clothing for the Equipment Service Manager to a maximum cost of \$700 per year. Payment shall be made through the regular payroll in the second pay in September.

**III. WORK SCHEDULES**

A. Work Day/Work Week

1. 8.0 hour workday. The following titles have a 8.0 hour workday.

Student Behavior Monitor

2. 8 hour workday with a 7 hour workday when school is not in session. The following titles have a 8 hour workday except for those days when school is not in session. When school is not in session the workday will be 7 hours. School is considered not to be in session when neither elementary nor secondary students are in attendance.

Dispatcher

Equipment Service Manager

Working Foreperson

Head Carpenter

Carpenter

Electrician

Head Plumber

Plumber

Safety Examiner

3. 7.5 hour workday with a 7 hour workday when school is not in session. The following titles have a 7.5 hour workday except for those days when school is not in session. When school is not in session the workday will be 7 hours. School is considered not to be in session when neither elementary nor secondary students are in attendance.

Insurance Specialist

Central Registrar/Info Specialist

Community Information Specialist

Principal Account Clerk

4. 7.5 hour workday. The following titles have a 7.5 hour workday with mandatory attendance at building staff meetings.

School Social Worker

Licensed Practical Nurses

Occupational Therapists

Physical Therapists

Social Work Assistants

5. 7.0 hour workday. The following titles have a 7.0 hour workday.

Cook Manager

Senior Food Service Helper

#### B. Flex Time/Compensatory Time.

1. The titles of Central Registrar/Information Specialist, Community Information Specialist, Cook Manager, Dispatcher, Equipment Service Manager, Insurance Specialist, Safety Examiner, Principal Account Clerk, Working Foreperson, Head Carpenter, Carpenter, Electrician, Head Plumber, Plumber and Student Behavior Monitor shall be permitted to accrue and use flex time as follows:

Time worked can be changed with approval by an employee's supervisor to meet the district's and the individual's needs. Unit members have work days and work years that extend beyond normal parameters. When work schedules result in excessive hours an employee may, with prior approval of his/her immediate supervisor, utilize the concept of "flex time". Flex time must always be accrued and used only upon the express written approval from the employee's supervisor. Flex time must be used within the two weeks after it is earned.

2. For each Working Foreperson, Head Carpenter, Carpenter, Electrician, Head Plumber, Plumber

- a. Any overtime hours beyond the 40 compensatory time will be compensated at 1.5 times regular hourly rate in overtime pay.
- b. Any hours remaining in compensatory time at the end of the fiscal year may be carried over to the next fiscal year, but may only add to a maximum of 40 hours for new fiscal year.

C. Snow Day.

1. Central Registrar/Information Specialist, Community Information Specialist, Dispatcher, Equipment Service Manager, Insurance Specialist, Principal Account Clerk, and Safety Examiner work a regular 7 hour day on snow days.

2. Student Behavior Monitor. The Student Behavior Monitor does not work on snow days.

3. Working Foreperson, Head Carpenter, Carpenter, Electrician, and Head Plumber, Plumber work a regular 7 hour day on snow days. Overtime shall be paid after 7 hours on those days.

4. Insurance Specialist. On a snow day, if the employee was able to travel to work, but chose not to, this day will be charged to sick leave.

If the Insurance Specialist feels it was unsafe to travel to work, the employee may take one emergency snow day per school year. No charge will be made to sick leave.

When there is a 2-hour delay, the Insurance Specialist will not be expected to report during the delay. If a supervisor requires a person's attendance, compensatory time will be awarded.

5. Severe Weather Days for Central Registrar/Information Specialist

The Central Registrar shall work a regular seven (7) hour day on days when the district is closed due to severe weather.

When there is an opening delay, the Central Registrar will not be expected to report during the delay and will be paid for those delay hours at her regular rate.

The Central Registrar is eligible for two (2) severe weather days annually. These 2 days cannot be carried over from year to year. Upon usage of any severe weather day, the employee will notify his/her supervisor the day of its use.

#### IV. **BENEFITS**

A. In-Service Courses

1. *In-Service Courses.* The titles of Central Registrar/Information Specialist, Community Information Specialist, Equipment Service Manager Insurance Specialist, LPN, Principal Account Clerk, Safety Examiner, Senior Food Service Helper, Social

Worker Assistant, Occupational Therapists, Physical Therapists Dispatcher and Student Behavior Monitor will be paid for in-service courses as follows:

The titles will be paid their hourly rate for attendance at in-service courses which are required by the District. Voluntary in-service courses will be paid at the rate of minimum wage.

2. School Social Worker.

School Social Workers will be paid their hourly rate for attendance at in-service courses (other than building staff meetings) which are required by the District. Voluntary in-service courses will be paid at the rate of minimum wage with the approval of the immediate supervisor.

Any School Social Worker acting as a trainer in a district program will be compensated at his or her regular hourly rate for instructing outside of the workday in furtherance of the District program.

Any School Social Worker will be compensated at the rate of \$33.71 per each half day for any preparation work that is required outside of the workday in furtherance of the District program.

B. Educational Credit for Dispatcher and Student Behavior Monitor

Dispatcher and Student Behavior Monitor shall receive \$200 added to her base salary upon completion of the JET Office Professionals Certificate Program. A unit employee shall receive the following added to her base salary upon completion of each of the following Professional Standards levels: \$100 -- Basic, \$100 -- Advanced, and \$200 -- Certified Educational Office Employee. Proof of completion must be presented to the Office of Human Resources.

Dispatcher and Student Behavior Monitor shall be afforded the opportunity to attend college level courses each work year with the District contributing a maximum of \$500 toward the cost of tuition for such courses. Such courses are to receive prior approval from the Assistant Superintendent on the appropriate form. Such course work must be taken on the employee's own time.

In addition to college level courses, Dispatcher and Student Behavior Monitor may apply for reimbursement for other training which is designated to improve the skills of the employee. Such reimbursement must have the approval of the Assistant Superintendent, with the training being taken on the employee's own time.

C. Driver's License.

The titles of Dispatcher, Equipment Service Manager, Safety Examiner, Student Behavior Monitor will be reimbursed in full for the cost of their driver's license upon submission of proof of purchase.

D. Conferences and Work-Related Courses.

1. The titles of Central Registrar/Information Specialist, Community Information Specialist, Dispatcher, Equipment Service Manager, Insurance Specialist, Non-Instructional Supervisors, Principal Account Clerk, Safety Examiner, Student

Behavior Monitor shall be afforded the opportunity to attend conferences costing \$1000 or up to five (5) consecutive days, whichever is greater. This is done with the prior approval of the immediate supervisor.

2. Occupational Therapists and Physical Therapists, School Social Worker. Each Occupational Therapist, Physical Therapist, and School Social Worker shall be afforded the opportunity to attend or participate in work-related courses each work year with the District contributing a maximum of Five Hundred (\$500) dollars toward the cost of tuition for such courses. Such courses are to receive prior approval from the Director of Student Services on the appropriate form. Such course work must be completed on the employee's own time, except that with the prior approval of the Director of Student Services, such work-related courses may be completed during the work day.

E. Income Protection.

For all unit employees, the district provide an income protection plan which will give coverage amounting to seventy (70%) of an employee's monthly earnings not to exceed the maximum monthly benefit, less other income benefits.

The maximum monthly benefit is \$5,000.

F. Training Opportunities for Working Foreperson, Head Carpenter, Carpenter, Head Plumber, Plumber and Electrician.

a. The District will provide training to Working Foreperson, Head Carpenter, Carpenter, Head Plumber, Plumber and Electrician to upgrade their skills. This will include driving training leading to a CDL so that snow removal can be accomplished more effectively and by more people.

b. Employees will be given the opportunity to attend out-of-district training on electrical, boiler, and plumbing codes.

c. Computer Classes. The school district will pay for computer classes for each employee upon the approval of the Supervisor of Buildings and Grounds.

d. Tuition Reimbursement. Unit members enrolling in course work which is taken to improve job performance will be eligible for tuition reimbursement providing prior written approval is received from the Director of Facilities Services. The district will provide up to \$700.00 per unit member annually for education directly related to their job title. This education is to take place on the members own time and will be reimbursed on satisfactory completion of the course with the grade of "C" or better.

If the member chooses to leave the employment of the district within one year of completion of the district supported education, all monies provided to the member will be refunded by the member.

e. CDL License. The District will pay the cost of a CDL license with the understanding that the unit member will be willing to drive vehicles requiring such license.

G. Flexible Benefit Plan.

All members of the unit shall be permitted to participate in the Internal Revenue Code Section 125 flexible benefit plan.

Payments under the plan shall be made by a third-party administrator selected by the District and the Association. The District shall pay the costs for the administration of the plan.

A unit member may elect a voluntary salary reduction for contributions to the plan.

The plan document is incorporated by reference.

#### H. New York State Deferred Compensation 457 Plan.

All employees may participate in the New York State Deferred Compensation 457 Plan in accordance with provisions of the Internal Revenue Service Code. Such funds shall be owned by the individual member.

### V. LEAVES

#### A. Child Care Leave

The mother of a newborn child or one who has adopted a child under three years of age at the time of the adoption, shall be entitled to an unpaid leave of absence for the purpose of child care of said newborn child or adopted child, for a period of two years subsequent to the natal date or from the date of adoption.

#### B. Emergency Leave

Each employee is eligible for twenty-five (25) days of emergency leave per year, chargeable to accumulated sick leave, upon the approval of the Superintendent. Requests in excess of twenty-five (25) days must be approved by the Board of Education.

a. Emergency Leave for Cook Manager and Senior Food Service Helper. Each employee is eligible for five (5) days of emergency leave per year, chargeable to their accumulated sick leave, upon approval of her application for such leave.

#### C. Funeral Leave

A unit member shall be granted up to five (5) days absence at full pay for the death of father, mother, son, daughter, spouse, sibling, mother-in-law, father-in-law, grandparents, grandchild, or a relative in the employee's immediate household. Funeral leave will not be charged against sick leave.

#### D. Leave of Absence Without Pay

Any member of the unit group has the right to apply for a temporary leave of absence (not to exceed sixty (60) work days) and return to his/her former job by submitting a written request to the Superintendent of Schools.

#### E. Personal Leave

Each unit employee is eligible for three (3) days personal leave per year upon the approval of application for such leave. Personal leave may be taken on either the work

days immediately before or after a holiday or recess period or in conjunction with other absence to extend a holiday or vacation with prior approval from supervisor.

Such personal leave or part thereof if not used during the year, shall be credited to the total accumulation of sick leave days up to the maximum of 230 days.

1. Unused personal leave credit to sick leave for ten-month employees.

Such personal leave or part thereof if not used during the year, shall be credited to the total accumulation of sick leave days up to the maximum of 200 days.

F. Sick Leave for Central Registrar/Information Specialist, Community Information Specialist, Dispatcher, Equipment Service Manager, Insurance Specialist, Non-Instructional supervisor, Principal Account Clerk, and Safety Examiner.

Each member is eligible for a total of fourteen (14) days of paid sick leave per year and at ten years this will increase to fifteen (15) days of sick leave per year. This leave may be accumulated up to 230 days maximum which may not be exceeded, but as soon as a person falls below that total he/she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

1. Sick Leave for School Social Worker and Social Work Assistant. Each School Social Worker and Social Work Assistant is eligible for nine (9) days of paid sick leave per year and at five years this will increase to eleven (11) days of sick leave per year. This leave may be accumulated up to 230 days maximum which may not be exceeded, but as soon as a person falls below that total he/she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

2. Sick Leave for Student Behavior Monitor

Each member is eligible for nine (9) days of paid sick leave per year. This leave may be accumulated up to 200 days maximum which may not be exceeded, but as soon as a person falls below that total he/she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

3. Sick Leave for Cook Manager and Senior Food Service Helper

Each member is eligible for nine (9) days of paid sick leave per year per year (except for the first year of employment when sick leave must be earned prior to being used), cumulative to 200 days. The maximum may not be exceeded, but as soon as a person falls below that total, she/he may continue to accumulate as before.

#### 4. Sick Leave for LPN, Occupational Therapist , Physical Therapist

Each member is eligible for eleven (11) days of paid sick leave per year. This leave may be accumulated up to 200 days maximum which may not be exceeded, but as soon as a person falls below that total he/she may continue to accumulate as before beginning on the first day of July each year.

Accumulated sick leave may be used for sickness in the immediate family or household. "Immediate family" means spouse, parent, brother, sister, or child. "Household" includes person(s) who reside permanently with employee.

#### G. Extended Sick Leave for all unit members

An extended sick leave bank shall be established for each employee to be used in the event of a continuous illness or an extended disability which would require the use of more sick leave than he/she had accumulated.

A request in writing, supported by an M.D. certification indicating the nature of the illness and/or disability, and the probable date of return to duty, shall be presented with the request. A medical examination performed by the school physician may be required if the Superintendent of Schools deems it necessary.

One-half (1/2) day shall be placed in the bank for each day of unused sick leave with a maximum accumulation of fifty (50) days, to be used only when an individual has no remaining sick days.

#### H. Compassion Leave Bank

- (a) The parties recognize that there are times when employees suffer from hardships based upon being absent from work due to life-threatening or terminal illness of the employee, their spouse, or a dependent child which results in the exhaustion of the member's accrued paid leave, and the parties wish to help alleviate such hardship when possible. The Compassion Leave Bank may not be utilized for routine illness.
- (b) The Compassion Leave Bank will be funded up to a maximum of two hundred (200) days through the donation of one (1) sick day for the 2022-2023 school year from each existing employee who voluntarily decides to join the Bank, and one (1) sick day at the time of hire from all new employees who voluntarily decide to join. Additionally, there will be an opt-in period every September, during which time an employee who has not previously joined may do so by donating one (1) sick day. Each employee that is a member of the Bank may voluntarily donate up to five (5) sick days per year by notifying the District of the donation on or before June 30<sup>th</sup>. When an employee leaves the District for a non-disciplinary reason, he or she may voluntarily donate up to 50% of their accumulated sick days so long as the Bank has not reached its 200-day maximum. Individuals who have not joined will not be eligible to borrow from the Bank.
- (c) A letter of application for use of days from the Compassion Leave Bank shall be submitted to the Superintendent or designee, the Association President, and the Association Vice-President. The letter of application shall include a

statement from the attending physician verifying the illness of the employee, spouse, or dependent child, and the need for care.

- (d) Up to twenty (20) days may be granted to such employee upon the majority vote of the Superintendent or designee, the Association President, and the Association Vice-President. Up to an additional twenty (20) days may be granted to an employee upon the unanimous vote of the Superintendent or designee, the Association President, and the Association Vice-President.
- (e) An employee who has borrowed from the Compassion Leave Bank shall be required to repay the days borrowed at a rate of  $\frac{1}{2}$  of their new annual sick day allotment. Once an employee has repaid the days borrowed in full, they will be eligible to borrow again under the terms in subsection (d) above. If an employee resigns or retires from the District prior to repaying in full the days they borrow, they will be required to return any accumulated sick days to the Bank before any sick days can be utilized for any incentive purposes, such as conversion for purposes of off-setting health insurance premium contributions in retirement.

## VI. **INSURANCE**

### A. Disability Insurance

Disability insurance will be provided to all Support Staff Association members, and the premium will be paid by the District.

While an employee is on leave covered by disability insurance, the District will continue to pay the District-portion of the employee's health insurance premium as if the member was an active employee.

Sick leave credits used by an employee during a period of absence for which an award of compensation has been made and credited to the District as reimbursement for wages paid shall be restored to the employee on a pro-rated basis equal to the sum received.

### B. Health Insurance

Unit members shall be enrolled in the District's Health Care Plan Option Three.

Employee contributions for health insurance shall be as follows:

2022-2023 – Effective 7/1/22, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2023-2024 – Effective 7/1/23, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2024-2025 – Effective 7/1/24, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2025-2026 – Effective 7/1/2025, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

2026-2027 – Effective 7/1/2026, the employee contribution shall be 20% of the annual plan premium equivalent of a Single, 2-Person, or Family Plan.

#### C. Health Insurance upon Retirement.

Upon retirement from the District, the District shall make a one-time calculation based upon the following:

$\$75 \times \text{number of accrued sick days}$

The money resulting from this calculation shall be held on account in the business office and shall be used to offset the employee's contribution to health insurance in retirement.

In the event of the retiree's death, the retiree's spouse/dependent(s) shall be permitted to use the sick leave escrow account to continue health plan.

Unit members who are eligible to retire into the New York State Teachers' Retirement system or the New York State Employees' Retirement System, who have provided notice of retirement as outlined below to the District and who have served at least ten (10) years in the District will receive health care benefit into retirement at the same rate and level as active employees.

a. Effective July 1, 2022, the notice required to take health insurance into retirement is thirty (30) calendar days.

b. Effective July 1, 2023, the notice required to take health insurance into retirement is sixty (60) calendar days.

c. Effective July 1, 2024, the notice required to take health insurance into retirement is ninety (90) calendar days.

d. Effective July 1, 2025, the notice required to take health insurance into retirement is one hundred twenty (120) calendar days.

e. Effective July 1, 2026, the notice required to take health insurance into retirement is one hundred twenty (120) calendar days.

f. Effective June 30, 2027, the notice required to take health insurance into retirement is six months.

As of July 1, 2022, any insurance provided to retirees pursuant to this or successor agreements shall be a Medicare Advantage Plan upon the eligibility of the retiree.

If an employee dies before retirement, and was otherwise eligible for retirement into the NYS Employees' Retirement System, the surviving spouse shall be eligible for the health insurance benefit described above. If an employee dies after retirement, the surviving spouse may continue District paid health care coverage. If the surviving spouse remarries, the District paid health care coverage shall be discontinued.

#### D. Health Insurance Opt-Out

Employees who have access to health insurance coverage other than through the District or whose spouses have insurance and can show that the district will be reduced by one health insurance policy shall be eligible to waive health insurance coverage from the District and will receive Four Thousand Five Hundred (\$4,500) Dollars per contract year as a one-time lump sum not to be added to the base salary. Employees electing to waive such coverage shall notify the Employer prior to June 1<sup>st</sup> of each year. New employees shall notify the Employer within thirty (30) days of employment as to their election of health insurance coverage or the sell-back. Employees who opt-out of the Health Insurance Plan shall provide to the Employer proof of other coverage. The employee shall provide such proof to the Employer, upon request by the Employer at any time during the year, within five (5) days of such request. Should an employee be unable to provide proof of other coverage, then the employee shall be enrolled in the District's Health Insurance Plan on the first day of the month following the unfulfilled request and the buy-out payment shall be pro-rated to that date. Should an employee lose such other coverage for any reason, the employee shall notify the Employer of such loss of coverage and shall be enrolled in the Employer's Health Insurance Plan on the first of the month following such notification and the buy-out payment shall be pro-rated to that time. Pro-ration shall be based on months per year. (1/12<sup>th</sup> of the total for each month out of the plan.)

#### E. Permanent buy-out into retirement

Any unit employee eligible for retirement into the NYS Employees Retirement System, shall have the option to elect at the time of his/her retirement to voluntarily opt-out of District Health Insurance coverage on a permanent and non-revocable basis and receive a one-time payment in the amount of one-half (1/2) the employee's final salary. This opt-out provision is only available to those who were covered by District health insurance coverage in the year prior to retirement.

The employee/retiree must notify the District in writing on forms provided by the district of their intention to elect this option no less than 30 calendar days prior to their effective date of retirement. Payment shall be in one lump sum made directly to the employee/retiree within 30 calendar days from their effective date of retirement subject to all applicable withholdings and taxes but shall not include any deduction for union agency fees or membership dues.

This opt-out shall prohibit the employee/retiree including any dependents and/or spouse from enrollment in any/all forms of District health insurance. If the employee/retiree is over 65 years of age at retirement or later, he/she shall also be prohibited from enrollment in any/all District sponsored or provided Medicare plans or Supplemental Plans.

Should this section of the contract at any time be deemed in violation of, or contrary to, any State or Federal law, rule, regulation or administrative order, the District and CSEA agree to mutually revise the section to bring the language into compliance, or if necessary, to remove the section from the collective bargaining agreement.

#### F. Dental Program

Employees shall be eligible to participate in the Horseheads Central School District Self Insured Dental Plan 5 at no cost.

Unit members are eligible for the above-referenced dental benefits in retirement.

**G. Vision Care**

The CSEA Platinum Vision Plan will be provided to all unit members. Application must be initiated by the unit member. Members may keep the Vision Plan into retirement at no cost to the retiree.

**H. Safety Team and Group Accident and Dismemberment Insurance for Working Foreperson, Head Carpenter, Carpenter, Head Plumber, Plumber and Electrician.**

Working Foreperson, Head Carpenter, Carpenter, Head Plumber, Plumber and Electrician plus other identified District employees will be part of a Safety Team. This team will become activated in the event of a serious crisis and/or threat of personal safety or building damage as directed by the Co-coordinators of the District's Emergency Response Team.

1. The District will purchase Group Accident and Dismemberment Insurance for members of this unit who are on the Safety Team.
2. Members of the Safety Team will receive initial safety training and annual update training (if necessary) through the GST BOCES Health and Safety department.

**I. Retirement**

Any twelve-month staff member retiring may, in the school year of retirement, have the choice of taking their earned vacation time in days off or receiving a lump-sum payment for accumulated earned vacation days.

**VII. VACATION/HOLIDAYS**

A. Effective July 1, 2022, who works a twelve-month work year and is not currently receiving thirty (30) vacation days per year shall receive vacation as outlined below.

1. Employees shall receive vacation days according to the following schedule:

|                            |                                                           |
|----------------------------|-----------------------------------------------------------|
| Year 1                     | fifteen (15) days (pro-rated based upon the date of hire) |
| After the first full year  | twenty (20) days                                          |
| After the second full year | twenty five (25) days                                     |
| After the third full year  | thirty (30) days                                          |

2. Unused Vacation. A maximum of 30 unused vacation days may be saved from one year to the next.

3. Vacation Conversion. Any employee hired on or before July 1, 2022 with five (5) or more years of service in the bargaining unit shall be eligible to elect to have up to five (5) days of vacation converted to regular salary. The employee must notify the District prior to June 15 in order that the appropriate adjustment may be made. In which case, up to five (5) days of

*The following italicized provisions outline the vacation benefits in place prior to July 1, 2022 and are included for reference purposes only.*

The employee will receive thirty (30) vacation days per year. Vacation requests are subject to approval by the Superintendent or his designee. Unit members will receive access to vacation days as of July 1. In the year of separation, vacation days will accrue on a prorated basis. These days will be credited according to the following formula: 5 days as of July 1; 5 days as of August 1; and 2 days on the first day of each subsequent month.

**Vacation Conversion.** Any Central Registrar/Information Specialist, Community Information Specialist, Insurance Specialist, Principal Account Clerk with five (5) or more years of service in the bargaining unit shall be eligible to elect to have up to five (5) days of vacation converted to regular salary. The Insurance Specialist must notify the District prior to June 15 in order that the appropriate adjustment may be made. In which case, up to five (5) days of vacation will be deleted from the employee's allotment and the employee will have his or her regular salary increased by an equivalent amount.

*Employees shall receive vacation days according to the following schedule:*

*After the second full year 5 weeks*

*A maximum of eight (8) unused vacation days may be saved from one year to the next.*

**C. Vacation for Safety Examiner.**

*The employee is eligible for two (2) weeks of paid vacation for the first year of service completed as of July 1 of the year involved.*

*The employee is eligible for two (2) weeks and two (2) days of paid vacation at the third (3rd) step.*

*The employee is eligible for two (2) weeks and four (4) days of paid vacation at the fourth (4th) step.*

*The employee is eligible for three (3) weeks of paid vacation at the fifth (5th) step.*

*The employee is eligible for four (4) weeks of paid vacation at the seventh (7th) step.*

*The employee is eligible for four (4) weeks and two (2) days of paid vacation at the ninth (9th) step.*

*The employee is eligible for four (4) weeks and four (4) days of paid vacation at the eleventh (11th) step.*

*The employee is eligible for five (5) weeks of paid vacation at the thirteenth (13th) step.*

*Unit members will receive access to vacation days as of July 1. In the year of separation, vacation days will accrue on a prorated basis. These days will be credited according to the following formula: 5 days as of July 1; 5 days as of August 1; and 2 days on the first day of each subsequent month.*

*A maximum of 30 unused vacation days may be saved from one year to the next.*

#### *D. Vacation for Dispatcher*

*Each new employee who is hired between July 1 and December 31 shall be entitled to two weeks vacation as of the following July 1. New employees hired between January 1 and March 31 shall be entitled to one week of vacation as of July 1. Employees hired between April 1 and June 30 shall not be entitled to vacation the first year.*

*The employee is eligible for two (2) weeks of paid vacation for the first year of service completed as of July 1 of the year involved.*

*The employee is eligible for two (2) weeks and one (1) days of paid vacation at the fifth (5th) step.*

*The employee is eligible for two (2) weeks and two (2) days of paid vacation at the sixth (6th) step.*

*The employee is eligible for two (2) weeks and three (3) days of paid vacation at the seventh (7th) step.*

*The employee is eligible for two (2) weeks and four (4) days of paid vacation at the eighth (8th) step.*

*The employee is eligible for three (3) weeks and one (1) day of paid vacation at the ninth (9th) step.*

*The employee is eligible for three (3) weeks and two (2) days of paid vacation at the tenth (10th) step.*

*The employee is eligible for four (4) weeks and three (3) days of paid vacation at the fifteenth (15th) step.*

*The employee is eligible for five (5) weeks of paid vacation at the twenty-fifth (25th) step.*

*Any employee who retires or resigns during a school year will be paid pro-rated vacation based on percent of time worked in current year. This pro-rated vacation time will be added to the vacation time already accrued, as listed above.*

*A maximum of 30 unused vacation days may be saved from one year to the next.*

**E. Vacation for Equipment Service Manager**

*The employee shall be credited with three (3) weeks of paid vacation upon employment.*

*The employee is eligible for three (3) weeks and two (2) days of paid vacation at the fifth (5th) step.*

*The employee is eligible for three (3) weeks and four (4) days of paid vacation at the eighth (8th) step.*

*The employee is eligible for four (4) weeks of paid vacation at the tenth (10th) step.*

*The employee is eligible for four (4) weeks and two (2) days of paid vacation at the thirteenth (13th) step.*

*The employee is eligible for four (4) weeks and four (4) days of paid vacation at the fourteenth (14th) step.*

*The employee is eligible for five (5) weeks of paid vacation at the sixteenth (16th) step.*

*Unit members will receive access to vacation days as of July 1. In the year of separation, vacation days will accrue on a prorated basis. These days will be credited according to the following formula: 5 days as of July 1; 5 days as of August 1; and 2 days on the first day of each subsequent month.*

*A maximum of 30 unused vacation days may be saved from one year to the next.*

**F. Vacation Day Payout**

For those 12-month employees who are entitled to vacation days, unit members may be paid for up to eight days of unused vacation time. Such request may be made at any time. For the purpose of this calculation, the daily rate is calculated using a base of 215 days, except that for employees hired on or after July 1, 2017, the daily rate shall be calculated using a base of 260 days.

**G. Holidays**

Fifteen (15) holidays for twelve-month unit members will be granted with full pay. The specific days will be determined by the District.

1. Holidays for Student Behavior Monitor. Ten (10) holidays will be granted with full pay. The specific days will be determined by the District.

**VIII. DURATION OF AGREEMENT**

The duration of this agreement shall be for a period of July 1, 2022, and ending June 30, 2027.

**IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.**

Horseheads Central Schools

**Redacted**

Superintendent

Date 7/14/22

Horseheads Central School District Support Staff Association

**Redacted**

Unit President

Date 7/6/22

